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15 The Academy of Motion Picture Arts and
16 Sciences

17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA
19 WESTERN DIVISION

20 ACADEMY OF MOTION PICTURE
21 ARTS AND SCIENCES, a California
22 nonprofit corporation,

23 Plaintiff,

24 vs.

25 LASH FARY d/b/a DISTINCTIVE
26 ASSETS a/k/a DISTINCTIVE ASSETS
27 LLC

28 Defendant.

CASE NO. 2:16-cv-1061-R

ORDER GRANTING PERMANENT
INJUNCTION AND FINAL
JUDGMENT

Judge: Hon. Manuel L. Real
Courtroom: 8, Second Floor

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2 Plaintiff Academy of Motion Arts and Sciences (the “Academy”) together
3 with Lash Fary d/b/a Distinctive Assets and Distinctive Assets LLC (collectively
4 “Defendants”) have agreed to the entry of a Stipulated Final Judgment and Consent
5 Order, as filed on March 23, 2016. The terms of that Stipulated Final Judgment and
6 Consent Order are hereby adopted by the Court, and entered as follows:

7 1) This Court has subject matter jurisdiction over this action and personal
8 jurisdiction over the parties, venue is proper in this district, and the Court has
9 jurisdiction to enter a judgment as a final resolution of this action.

10 2) Defendants, and their agents, servants, and employees, and all persons
11 acting thereunder, in concert therewith, or on Defendants’ behalf, are hereby
12 ENJOINED from:

- 13 (a) Using any of the Academy’s Marks in a) names of, b) tag lines
14 for, or c) any short form descriptions of, any gift bags
15 Defendants create and/or distribute, including without limitation,
16 use of the phrases “Everyone Wins At The Oscars®! Nominee
17 Gift Bags,” “Everyone Wins Nominee Gift Bags in Honor of the
18 Oscars®,” “Oscar Gift Bag,” and “Oscar Swag Bag”;
- 19 (b) Using any of the Academy’s Marks to describe products
20 appearing in Defendants’ gift bags;
- 21 (c) Promoting products or services through the use of hashtags that
22 contain the Academy’s Marks;
- 23 (d) Representing, suggesting, or implying that Defendants are “in
24 charge of” any gift bags given at the Academy’s annual
25 Academy Awards ceremony;
- 26 (e) Representing, suggesting, or implying that Defendants have an
27 “exclusive” relationship, or any other formal relationship, with
28

1 the Academy or the Academy's annual Academy Awards
2 ceremony;

3 (f) Representing, suggesting, or implying that Defendants' gift bags
4 are given out at the Academy's annual Oscars ceremony, or on
5 the premises of the Oscar ceremony; and

6 (g) Using the Academy's Marks in any way in commercial
7 communications without prefacing those communications with a
8 disclaimer explaining (i) that Defendants have no relationship
9 with either the Academy or the Oscars ceremony and (ii) that
10 neither the Academy nor Distinctive Assets wants there to be any
11 association in the press between Distinctive Assets' bags and the
12 Oscars or the Academy; for the avoidance of doubt, such
13 disclaimers are to be placed at the outset of the commercial
14 communications.

15 3) This injunction shall extend to commercial communications, whether
16 written, verbal, or visual, including without limitation, press releases, public
17 statements, interviews, social media posts, statements made on Defendants' website,
18 published descriptions of products included in the gift bags which Defendants have
19 created, communications with product suppliers and potential product suppliers, and
20 any other promotional communications created by or for Defendants, including with
21 respect to generalized language about awards ceremonies that fails to expressly
22 except the Oscars;

23 4) Provided that Defendants comply with the terms of this injunction, they
24 may accurately state that Distinctive Assets is giving gift bags to Oscar nominees.

25 5) It is further ordered that, if Defendants, or either of them, or their
26 agents, servants, employees, or any other persons acting thereunder, in concert
27 therewith, or on Defendants' behalf, violate this order, Defendants shall be required
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1 to pay to the Academy:

- 2 (a) \$50,000 in compensation for the Academy's continued
3 expenditure of effort to address Defendants' actions,
4 which shall be in addition to any damages, profits, and/or
5 punitive damages or enhancements, and
6 (b) all reasonable attorneys' fees and costs incurred by the
7 Academy in connection with any enforcement
8 proceedings.

9 6) This Court will retain jurisdiction over the parties, as necessary, to
10 enforce the terms of this order.

11
12 The entry of this order constitutes a final judgment against Defendants.

13
14 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

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17 Dated: March 30, 2016



18 Hon. Manuel L. Real